

Client Agreement for the Written Information Security Plan

This Client Service Agreement (the "Agreement") is effective on the date the WISP Services are purchased/Order Form is submitted to the Consultant ("Effective Date").

1. Introduction

This Client Agreement ("Agreement") is entered into by and between Efficient Advice, LLC, a New York State corporation with its principal place of business at Yonkers, NY ("Consultant"), and the Client buying the WISP Services ("Client").

2. Scope of Services

The Consultant agrees to provide Written Information Security Plan (WISP) services to the Client in accordance with the terms and conditions of this Agreement. The WISP services include, but are not limited to:

- Conducting a comprehensive assessment of Client's current information security practices.
- Developing a personalized WISP tailored to the client specific needs and requirements.
- Providing consultative support, and updates to the Written Information Security Plan as necessary for the first twelve months from time of purchase.

3. Responsibilities of the Parties

3.1 Client Responsibilities: The Client agrees to:

- Fully review these Terms and Conditions, Payment and Return Policy, Client Agreement, and any other policies, procedures, and recommendations in accordance with this project.
- Access, complete, and return the surveys needed to gather the information for your WISP.
- Give us access to your designed resources who can answer our questions.
- Complete and return the risk assessment document to be sent after signing this proposal.
- Send us a copy of your company logo and a high-level description of your organization.
- Give us access to the team members you selected for training.
- Give us your signature on the Non-Disclosure Agreement (NDA), which is available for download.
- Give us your signature on the Project Closure Letter at the end of the project.
- Share a brief testimony at the end of the process, describing your client's experience.

3.2 Consultant Responsibilities: The Consultant agrees to:

- Deliver a comprehensive Written Information Security Plan.
- Identify and document a risk assessment applicable to your business and industry.
- Document an incident response plan.
- Offer certified training approved by the IRS.
- Create security policies and procedures to help you secure your business.
- Give you access to a consultant to address your questions about your documented plan.
- Create a communication plan to know who to contact in response to a data breach.
- Share recommendations and best practices to help you improve your processes.



4. Fees, Payment, Refund and Cancelation

The Client shall pay the Consultant the fees as specified in the WISP Order Form, the corresponding quote or as otherwise agreed upon by the parties. Payment shall be made in accordance with the terms outlined in the invoice provided by the Consultant.

- The consulting fees associated with WISP projects must be paid when submitting the online WISP Order Form.
- Services paid and not delivered can be canceled/returned up to 30 calendar days before the engagement commencement.
- Customers can request a service credit for any cancelations/return requests up to 30 calendar days from the expected service delivery date.
- At management's discretion, a 10% cancellation fee will be applied to all cancellation requests regardless of when it is requested.
- An administrative fee of 50% of the total quoted price will be due if cancellation occurs within 30 calendar days of the first engagement day.
- The customer shall notify Efficient Advice, LLC, of any cancellation by contacting us at info@efficientadvice.com.
- Payments and credits not used within 6 months will be considered forfeited and non-refundable.

5. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary or sensitive information disclosed during the course of this Agreement. Confidential information includes, but is not limited to, trade secrets, business plans, and Client data.

6. Term and Termination

This Agreement shall commence on the effective date and shall remain in effect until the completion of the project or terminated by either party upon thirty (30) days written notice. Upon termination, The Client shall pay any outstanding fees owed to The Consultant for services rendered up to the date of termination.

7. Limitation of Liability

In no event shall either party be liable to the other party for any indirect, incidental, consequential, special, or punitive damages arising out of or in connection with this Agreement, including but not limited to lost profits or loss of data.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of New York, without regard to its conflict of laws principles.



9. Entire Agreement

This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter herein and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

10. Signature by Reference

This Agreement is deemed signed by reference by both parties upon the Client submitting the WISP Order form or any other written communication indicating acceptance of the terms herein. Such acceptance shall constitute a binding agreement between the parties as of the Effective Date specified in the order form or communication.

11. Amendments

No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by both parties.

